



**In the name of His Highness Sheikh Tamim bin Hamad Al Thani,
Emir of the State of Qatar**

Neutral Citation: [2026] QIC (A) 14

**IN THE QATAR FINANCIAL CENTRE
CIVIL AND COMMERCIAL COURT
APPELLATE DIVISION**

[On appeal from [2026] QIC (F) 21]

Date: 27 July 2026

CASE NO: CTFIC0012/2026

AEGIS SERVICES LLC

Claimant/Respondent

v

BAKERTILLY ADVISORY SERVICES LLC

Defendant/Applicant

JUDGMENT

Before:

Lord Thomas of Cwmgiedd, President

Justice Dr Muna A-Marzouqi

Justice Dr Talal Al-Emadi

Order

1. The Applicant's application for permission to appeal is refused.

Judgment

1. By an application dated 29 June 2026, the Applicant seeks permission to appeal against the judgment of the First Instance Circuit (Justice Fritz Brand) given on 1 June 2026 ([2026] QIC (F) 21), which ordered the Applicant to pay the Respondent QAR 6,500 together with interest and costs.
2. The parties entered into an agreement on 28 August 2025 pursuant to which the Respondent was to provide ISO 27001 certification and related services, including training, to the Applicant at a cost of QAR 6,500 (the '**Agreement**').
3. It was the case of the Respondent that it performed its obligations under the Agreement: the ISO certificate was issued on 27 October 2025 and the other work was completed.
4. The Respondent subsequently sought payment from the Applicant, but the latter failed to pay.
5. The Respondent then filed a Claim in this Court on 3 May 2026 seeking payment and annexing documents which, it was said, supported the claim. The case was assigned to the Small Claims Track in accordance with Practice Direction No. 1 of 2022 on Small Claims.

6. The Applicant responded to the claim in its Defence and Counterclaim, setting out its Defence that the Respondent had failed to deliver documents critical to the ISO certification, that its work was of poor quality, and that it failed to deliver training. The Defence also advanced other matters, including allegations of fabricating a payment receipt, forging a document relating to the Respondent's corporate filings, and making coercive threats. It counterclaimed for the reimbursement of fees it had paid and for damages. Some documents were annexed in support of the allegations.
7. The Respondent then replied to these allegations in its Reply and Response to Counterclaim, pointing out that none of these allegations had been raised when the Respondent sought payment. It set out a detailed response to each of the allegations and submitted documents in support.
8. The First Instance Circuit decided, in view of the size of the claim, to determine the Claim and Counterclaim by consideration of the written material before the Court and without oral submissions or oral evidence.
9. After consideration of the documents submitted, the First Instance Circuit concluded that, although serious allegations had been made, these were unsubstantiated by facts. The ISO 27001 certificate had been issued and, therefore, the independent accrediting body had plainly done so on the basis that the proper process had been followed. On the documents before the Court, the allegations were inherently unlikely. There was therefore no Defence to the claim made and the Counterclaim had no basis.
10. The Applicant appeals on six grounds:
 - i. The issuance of the ISO 27001 certificate did not show that there had been complete performance;
 - ii. The First Instance Circuit failed to give adequate weight to the Defence advanced by the Applicant;

- iii. There was fresh evidence in a proposal by a company called Expert Consultancy Services made on 15 April 2026 to remedy the alleged defects in the work done by the Respondent;
- iv. The Counterclaim should not have been dismissed;
- v. The Court had not properly considered the fact that the commercial registration of the Respondent had expired;
- vi. There was fresh evidence to prove there had been fraud and forgery.

11. None of these grounds provides any basis for an appeal. We accordingly refuse permission.

12. As this Court has made clear on a number of occasions, it is for the parties to adduce their evidence and documents before the First Instance Circuit: see *Devisers Advisory Services v Muhammed Zahid* [2023] QIC (A) 11 at paragraph 32. The Respondent replied in detail to the allegations made by the Applicant before the First Instance Circuit, but the Applicant provided no further documentation or other evidence to the Court. It was this failure that meant that the First Instance Circuit had no material before it which contradicted the Respondent's answer to the Applicant's case.

13. This failure cannot be remedied on appeal by the submission of material that was not before the First Instance Circuit. This Court has made it clear that it will only consider fresh evidence in limited circumstances: see article 36.6 of the Court's Rules and Procedures (the '**Rules**'), paragraph 6 of Practice Direction No. 1 of 2025 on Appeals, paragraph 46 of *Aarnout Henri Nicolaes Wennekers v Qatar Free Zones Authority* [2024] QIC (A) 7, paragraphs 12-14 of *Aycan Richards v International Financial Services Qatar LLC* [2020] QIC (A) 3, paragraph 31 of *Re Horizon Crescent Wealth* [2026] QIC (A) 2, and paragraph 44 of *Ibrahim Al-Nasr and Ali Al-Maadeed v Nexus Financial Services WLL* [2026] QIC (A) 5. No such circumstances arose in this case and no explanation has been given for the

failure to place the evidence before the First Instance Circuit. For example, the Applicant relies on the proposal of Expert Consultancy Services dated 15 April 2026. This was available to be placed before the First Instance Circuit and no explanation is given for the failure to do so. We will therefore not consider any of the evidence that the Applicant failed to place before the First Instance Circuit. The grounds that rely on such fresh evidence must therefore fail.

14. On all the documentation and other material before the First Instance Circuit, the First Instance Circuit was plainly right in concluding that the claim was proved and the Counterclaim failed. There was no error of reasoning; the First Instance Circuit was referring to the documentation required for the purpose of obtaining the ISO certification, rather than suggesting that the certification itself constituted the entirety of the contractual deliverables. The evidence showed no complaints were made until payment was demanded in January 2026, save as to training, where the Respondent provided clear rebuttal evidence which was not contradicted before the First Instance Circuit. The allegation that registration had not been renewed, even if shown to be correct, was not relevant to the Applicant's obligation to pay for the services it had received from the Respondent.

By the Court,



[signed]

Lord Thomas of Cwmgiedd, President

A signed copy of this Judgment has been filed with the Registry.

Representation

The Applicant was self-represented.

The Respondent was self-represented.